

रजिस्टर्ड नं० पी० 461.



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, सोमवार, 15 नवम्बर, 1971/24 कातिक, 1893

GOVERNMENT OF HIMACHAL PRADESH

GENERAL ADMINISTRATION DEPARTMENT

(C-SECTION)

NOTIFICATION

Simla-2, the 31st August, 1971

No. 2-12/71-GA-C.—In exercise of the powers conferred by section 7 of the Salaries and Allowances of Ministers (Himachal Pradesh) Act, 1971 (Act No. 3 of 1971) and in supersession of the rules published vide General Administration Department Notification No. 6-17-63-GAD, dated the 20th March, 1967, the Governor of Himachal Pradesh is pleased to make the following rules:—

1. *Short title and commencement.*—(1) These rules may be called the Himachal Pradesh Ministers (Advance for Motor Car) Rules, 1971.

(2) These rules shall be deemed to have come into force with effect from the 25th January, 1971.

2. *Definitions.*—In these rules, unless there is any thing repugnant in the subject or context,—

(i) “Act” means the Salaries and Allowances of (Himachal Pradesh) Act, 1971.

(ii) “Ministers” means a Member of the Council of Ministers, by whatever name called.

(iii) “Sanctioning Authority” means the Governor of Himachal Pradesh,

(iv) “Audit Officer” means the “Accountant General, Himachal Pradesh and Chandigarh”.

(v) Terms and expressions used in these rules but not defined shall have the meanings respective assigned to them in the Act.

3. *Advance when admissible.*—A Minister may be paid an advance for the purchase of a motor car in order that he may be able to discharge conveniently and efficiently the duties of his office subject to the conditions hereinafter specified.

4. *Maximum amount of advance.*—The maximum amount which may be advanced to a Minister for the purchase of a motor car shall not exceed rupees twenty-five thousands or the actual price of the motor car which is intended to be purchased, whichever is less.

5. *Recovery of advance.*—Recovery of the advance granted under rules 4, together with interest thereon, shall be made from the salary bill of the Minister concerned in such number of equal monthly instalments not exceeding sixty as the Government keeping in view the remaining period of his term as Minister (in office) may decide. The Government may, however, permit recovery to be made in a smaller number of instalments if the Minister receiving the advance so desires. The deduction shall commence with the first issue of salary after the advance is drawn. Simple interest at the rate fixed by the Government for the purpose of purchase of conveyance by Government servants shall be charged on the advance. If a Minister relinquishes office before the advance is fully repaid, the outstanding balance, together with the interest thereon, shall forthwith become payable and the Minister shall pay the same in lump sum.

Explanation.—The amount of the advance to be recovered monthly shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of a rupee shall be recovered.

6. *Sale of motor car.*—(1) Except when a Minister relinquishes his office, the previous sanction of the Government shall be obtained for the sale by the Minister of the motor car purchased with the aid of an advance, if such advance together with the interest accrued thereon has not been fully repaid. If a Minister wishes to transfer the motor car and the liability attaching thereto to another Minister, he may be permitted to do so under the orders of the Government, provided that the purchasing Minister records a declaration that he is aware that the motor car transferred to him remains subject to mortgage to the Government and that he is bound by the terms and provisions of the Mortgage Bond, executed under rule 8 by the Minister who transferred the car.

(2) In all cases where a motor car is sold before the advance with interest thereon has been fully repaid, the sale proceeds must be applied, so far as may be necessary towards the repayment of such outstanding balance:

Provided that when the motor car is sold only in order that another motor car may be purchased, the Government may permit the Minister to apply the sale proceeds towards such purchase, subject to the following conditions, namely:—

(a) the amount outstanding shall not be permitted to exceed the cost of the new car;

(b) the amount outstanding shall continue to be repaid at the rate previously fixed; and

(c) the new car shall be mortgaged to the Government and also insured.

7. *Period within which negotiations for purchase of car may be completed.*—A Minister who draws an advance for the purchase of a motor car shall complete negotiations for the purchase of and make final payment for the motor car within one month of the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, shall be refunded to the Government. The period of one month for completion of the deal may, however, be extended by the Government in individual cases. An advance will not be admissible when a motor car has already been purchased and paid for in full. In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the Minister.

8. *Execution of agreement.*—At the time of drawing the advance the Minister shall execute an agreement in Form I and on completing the purchase, he shall further execute a mortgage bond in Form II hypothecating the motor car to the Government as security for the advance. The cost price of the motor car shall be entered in the Schedule of specifications attached to the mortgage bond.

9. *Certificate to the Audit Officer.*—When an advance is drawn, the sanctioning authority shall furnish to the Audit Officer a certificate that the agreement in Form II has been signed by the Minister drawing the advance and that it has been found to be in order. The sanctioning authority shall see that the motor car is purchased within one month from the date on which the advance is drawn or such period as may have been specifically allowed in individual cases by the Government for completion of the deal under rule 7 and shall submit every mortgage bond promptly to the Audit Officer for examination before final record.

10. *Safe custody and cancellation of mortgage bond.*—The mortgage bond shall be kept in the safe custody of the sanctioning authority. When the advance together with the interest thereon has been fully repaid, the bond shall be returned to the Minister concerned duly cancelled, after obtaining a certificate from the Audit Officer as to the complete re-payment of the advance and interest.

11. The motor car purchased with the advance shall be insured against full loss by fire, theft or accident with the Life Insurance Corporation. The insurance policy shall contain a clause as in Form III by which the Corporation agrees to pay to Government instead of the owner, any sums payable in respect of loss or damage to the motor car which is not made good by repair, re-instatement or replacement such insurance should be effected within one month of the date of the purchase.

12. All payments made by way of advance for the purchase of motor car and anything done or any action taken in accordance with the provisions of the Himachal Pradesh Ministers (Loans and Advances) Rules, 1967, before the commencement of these Rules shall be deemed to have been validly made, done or taken.

FORM I

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF MOTOR CAR

(See rule 8)

An agreement made this..... day of..... one thousand nine hundred and seventy..... between Shri..... Minister of Himachal Pradesh (hereinafter called the "Borrower" which expression shall include his heirs, administrators, executors, legal representative and assigns) of the one part and the Governor of Himachal Pradesh (hereinafter called "the Government of Himachal Pradesh" which expression shall include his successors and assigns) of the other part.

Whereas the Borrower has under the Himachal Pradesh Ministers (Advance for Motor Car) Rules, 1971 applied to the Government for a loan of Rs..... (Rupees..... only) for the purchase of a motor car and the Government has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

2. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs..... (Rupees..... only) paid by the Government of Himachal Pradesh to the Borrower (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Governments—

- (1) to pay the Government that said amount with interest calculated according to the said rules by..... monthly deductions from his salary as provided for by the said rules and hereby authorises the Government to make such deductions;
- (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan, to repay the difference to the Government forthwith; and
- (3) to execute a document hypothecating the said motor car to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rules.

And it is hereby lastly agreed and declared that if the motor car is not purchased and hypothecated as aforesaid within one month from the date of these presents or within the extended period or if the Borrower within that period becomes insolvent or relinquishes his office or otherwise ceases to be Minister or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said Shri.....

In the presence of.....—

Signed by (name and designation).....

For and on behalf of the Governor of Himachal Pradesh in the presence of—

(Signature and designation of the Officer).

1.....

2.....

(Signatures of witness).

Name and designation of the Borrower.....

FORM II

FORM OF MORTGAGE BOND FOR MOTOR VEHICLE ADVANCE

(See rule 8)

This indenture made this..... day of..... one thousand nine hundred and seventy..... between..... (hereinafter called the "Borrower" which expression shall include his heirs, administrators, executors, assigns and legal representative) of the one part and the Governor of Himachal Pradesh (hereinafter called the "Government of Himachal Pradesh" which expression shall include his successors and assigns) of the other part;

Whereas the Borrower has applied for and has been granted an advance of Rs..... (Rupees..... only) to purchase a motor car in the terms of rules 3 and 4 of the Himachal Pradesh Ministers (Advance for Motor Car) Rules, 1971 made under the Salaries and Allowances of Ministers (Himachal Pradesh) Act, 1971 (hereinafter referred to as "the said Rules") and whereas one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said motor car to the Government of Himachal Pradesh as security for the amount lent to the Borrower and whereas the Borrower has purchased with whole or partly with the amount so advanced as aforesaid the motor car particulars whereof are set out in the Schedule hereunder written;

Now this indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Government of Himachal Pradesh the sum of Rs..... (Rupees.....) aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rs..... (Rupees.....) each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said rules and the Borrower doth agree that such payments may be recovered by..... monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Government of Himachal Pradesh the motor car the particulars whereof are set out in the Schedule hereunder written by way of security for the said advance and the interest thereon as required

by the said rules;

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Government of Himachal Pradesh in respect of the said advance, will not sell, pledge or part with the property in or possession of the said motor car;

Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquishes his office or otherwise ceases to be a Minister or if the Borrower shall sell or pledge or part with the property in or possession of the said motor car or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable;

And it is hereby agreed and declared that the Government of Himachal Pradesh may on the happening of any of the events hereinbefore mentioned seize and take possession of the said motor car and either remain in possession thereof without removing the same or else may remove and sell the said motor car either by public auction or private contract and may, out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representatives:

Provided further that the aforesaid power of taking possession or selling of the said motor car shall not prejudice the right of the Government of Himachal Pradesh, to sue the Borrower or his legal representatives for the said balance remaining due and interest or in the case of the motor car being sold the amount by which the net sale proceeds fall short of the amount owing;

And the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government of Himachal Pradesh, he, the Borrower will insure and keep insured the said motor car against loss or damage by fire, theft or accident with the Life Insurance Corporation and will produce evidence to the satisfaction of the Audit Officer that the Life Insurance Company with whom the said motor car is insured have received notice that the Government of Himachal Pradesh is interested in the policy;

And the Borrower hereby further agrees that he will not permit or suffer the said motor car to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said motor car the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of motor car	..	..
Maker's name	..	..
Description	..	..
Number of cylinders	..	..
Engine number	..	..
Chassis number	..	..
Cost price	..	..

In witness whereof the said (Borrower's name) and said Shri..... for and on behalf of the Governor of Himachal Pradesh have hereunto set their respective hands the day and year first above written.

Signed by the said in the presence of:

1.....

2.....

(Signature of Witnesses)

(Signatures and designation of the Borrower)

Signed by (name and designation)

.....

for an on behalf of the Governor of Himachal Pradesh in the presence of—

1.....

2.....

(Signatures of witnesses).

(Signature and designation of the Officer).

FORM III

FORM OF THE CLAUSE TO BE INSERTED IN INSURANCE POLICIES

(See rule 11)

It is hereby declared and agreed that Shri..... (the owner of the motor car hereinafter referred to as the insured in the Schedule of this policy) has hypothecated the car to the Governor of Himachal Pradesh hereinafter called the "Government" as security for advance for the purchase of motor car and it is further declared and agreed that the said Government is interested in moneys which but for this endorsement would be payable to the said Shri..... (the insured under this policy) in respect of the loss or damage to the said motor car (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Government as long as they are the mortgagees of the motor car and their receipt shall be full and final discharge to the company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

By order,
K. N. CHANNA,
Chief Secretary.

